

## BEACH BARCYCLE RENTAL AGREEMENT

This Service Agreement (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between Beach Barcycle and Side Project Events, LLC., and the undersigned chartering party (the "Guest").

WHEREAS, the Charter Operator is engaged in the business of renting a multi-occupant pedal powered vehicle for transportation and entertainment purposes; and

WHEREAS, the Guest desires to engage the Charter Operator to provide charter services with regard to the Beach Barcycle specified.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Services Provided by Beach Barcycle.** The Beach Barcycle Operator will provide the Guest with the following during the term of this Agreement:

- (a) delivery of a well maintained and clean Beach Barcycle on the date and time specified;
- (b) all the equipment necessary to fulfill this Agreement in good working order; and
- (c) a properly trained and licensed driver.

While the Charter Operator agrees to make every effort to provide the Guest with the Beach Barcycle chosen by the Guest and specified, the Guest agrees that a comparable replacement Beach Barcycle may be substituted.

**2. Charter Period.** The charter period begins at the pre-designated time and location Specified and ends at the pre-designated and specified time and location

If the Charter Period exceeds the amount of time specified, the Guest shall be charged an additional fee corresponding to the amount of time the Charter Period exceeds the length of the rental specified.

Late fees will be charged as follows:

- Up to 15 minutes late \$50
- 15-30 minutes late \$100
- 30-45 minutes late \$150
- 45 minutes to one hour late \$200

If the Guests do not board the Beach Barcycle within forty-five (45) minutes of the designated pick-up time, the Charter Operator may terminate the engagement and no refunds will be provided.

**3. Charter Fee.** The charter fee specified is payable in full at the time this Agreement is executed in order to hold the reservation.

Payment of the Charter Fee may be made by cash, PayPal or credit card.

All additional charges provided for in this Agreement shall be paid by the Guest at the end of the Charter Period or will be subsequently charged to the Guest's credit card.

Guest are not required to include a gratuity for the driver, any gratuity desired may be paid to the driver at the end of the charter.

**4. Geographic Limitations.** The Charter Operator agrees to transport the Guest to the places specified and to no other place, except in the sole discretion of the driver.

For any custom route, there is a charge of \$100 and the route must be approved by Beach Barcycle and Side Project Events, LLC. There is an additional charge of \$2.00 per mile for delivery to and from the custom route locations, charged from Hermosa Beach, CA.

Any custom routes outside of 25 miles from Hermosa Beach, require a minimum 4 hour rental.

**5. Passenger Itinerary.** For the safety of the Guest and the passengers, the Charter Operator will not pick up any additional people during the Charter Period who are not on the Guest's itinerary, and who have not signed the required liability waiver and behavioral agreement.

**6. Responsibility for Guest's Party.** The Guest and any passengers are entering the Beach Barcycle at their own risk. The Guest and the Guest's entire party assume all risks of injury, loss of property and property damage that may occur during the Charter Period. The Guest shall not at any time during the Charter Period permit more than the maximum number of passengers onto the Beach Barcycle. If children or minors are taken on board, the Guest shall be fully responsible for their safety, conduct and entertainment, and the Charter Operator shall not be held responsible for their safety or entertainment. The minimum recommended age for children is twelve (12) years.

**7. Certain Costs.** Payment of admission fees, parking fees, or costs associated with special requirements or equipment including, but not limited to, DJ's, bartenders, food or beverages or any other expenses not customarily considered part of the Beach Barcycle' operating costs shall be borne by the Guest. Additionally, a clean-up fee of \$200.00 will be charged to the Guest if any passenger vomits on the Beach Barcycle or if the Charter Operator is required to spend a more than usual amount of time cleaning the bus during or after the Charter Period.

**8. Conduct of the Guest and the Guest's Passengers.** The Guest shall ensure that no animals, drugs, alcohol, or weapons of any kind are brought on board the Beach Barcycle. The Guest and passengers will not, at any time, get on or off the Beach Barcycle while it is in operation.

No persons under the age of twenty-one (21) will consume any alcoholic beverages during the charter.

For the safety of the Guest and the passengers, no glass bottles, cups or glass containers will be allowed on the bus.

All trash, must be disposed of properly and may not be thrown off the Beach Barcycle.

Smoking is not permitted on the Beach Barcycle.

The Guest shall ensure that the Guest's behavior and the behavior of the passengers does not cause a nuisance or physical threat to any person, including the driver, or bring the Beach Barcycle into disrepute.

The Guest shall comply, and shall ensure that the passengers comply, with all provisions of this Agreement and all laws and regulations. If the Guest or any of the passengers commit any offense contrary to any laws and regulations that results in the driver being detained, fined or imprisoned, or the Beach Barcycle or the Charter Operator being detained, seized or fined, the Guest shall indemnify the Charter Operator against all loss, damage and expense incurred by the Charter Operator as a result. It is also specifically understood that any breach of this Section 9 shall be sufficient reason for the Charter Operator to terminate the Charter Period immediately, and no refunds will be given for any unused time.

**9. Pictures.** Photographs and video may be taken during the tour by either the Guests or Charter Operator. Guests are precluded from taking photographs of the components of the Beach Barcycle.

By getting on the Beach Barcycle, the Guest and the passengers acknowledge and agree that any photographs or videos taken during the Charter Period may be used by the Charter Operator for any and all promotional purposes, and the Guest or the passengers, as the case may be, will not be entitled to any compensation for the use of those photographs or videos in the Charter Operator's promotions.

**10. Personal Belongings.** All carry on bags and other personal belongings are subject to being searched by the Charter Operator's staff, including the driver.

**11. Complaints/Compliments.** Any complaints or compliments regarding the services or the event or any injury or other claim shall be reported in writing during the Charter Period or before exiting the Beach Barcycle at Charter Period end to the driver. Any such complaints, injuries or other claims must also be notified in writing within two (2) business days of the event to:

Beach Barcycle/ Side Project Events, LLC.

P.O. Box XXXXXX

Hermosa Beach, CA

12. **Cancellation.** All Charters will run regardless of weather conditions. The Guest may not cancel a charter due to rain or adverse weather conditions. The Charter Operator may cancel a tour at any time due to extreme weather conditions.

The Guest must notify the Charter Operator of a cancellation at least thirty (30) days before the Charter Date in order to receive a full refund ***\*if Beach Barcycle is able to fill the reserved timeslot.*** The Guest shall receive a rain check for a tour during the same season and price range to be used within six (6) months from original charter date if the timeslot is not filled.

A notification of cancellation received by the Charter Operator at least Fourteen (14) days prior to the Charter Date will result in forfeiture of Charter Fee but a rain check for a tour during the same season and price range to be used within six (6) months from original charter date.

A notification of cancellation received by the Charter Operator less than seven (7) days prior to the Charter Date will result in forfeiture of Charter Fee. No rain check will be offered.

13. **Unescorted Minors.** The consent and signature of a parent or legal guardian of a minor that is not escorted by his or her parent or legal guardian is required for admittance of the unescorted minor on the Beach Barcycle. Please see liability waiver and behavioral guidelines for additional information

14. **Damage by the Guest or the Passengers.** In the event that the Guest or a passenger damages the Beach Barcycle through his, her, or its negligence or willful misconduct, the Guest shall reimburse Owner for the cost necessary to repair such damage and shall also be responsible for reimbursement of income lost due to cancelled charters.

In no event shall the Guest or any passengers be liable for normal wear and tear consistent with the anticipated use of the Beach Barcycle.

15. **Admission to Entertainment Venues.** The Charter Operator does not guarantee admission into any venue or event and does not accept any liability in the event that any venue refuses admission to the Beach Barcycle, the Guest or any passenger.

16. **Indemnification.** The Guest shall indemnify and hold the Charter Operator harmless against any and all liabilities, damages, claims, actions, suits, demands, proceedings, costs and expenses including reasonable attorney's fees and expenses resulting from or arising out of a breach of this Agreement by the Guest, its officers, employees, agents or any passengers.

17. **Assignment.** The Charter Operator may assign its right or interest and delegate any services or other obligation to be performed or owed by the Charter Operator under this Agreement without the prior written consent of the Guest.

18. **Independent Contractor.** Charter Operator shall perform its duties hereunder as an independent contractor and nothing herein contained shall be deemed to create a joint venture or partnership between the parties.

19. **Force Majeure.** The parties shall be relieved of their obligations hereunder in the event and to the extent that its performance is delayed or prevented by any cause reasonably beyond such Party's control, including but not limited to, acts of God, public enemies, terrorism, war, civil disorder, fire, snow or ice storm, flood, explosion, labor disputes or strikes, or any acts or order of any governmental authority.

20. **Severability.** The provisions of this Agreement shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

21. **Headings.** The headings herein are inserted only for convenience and shall not affect the interpretation of this Agreement.

22. **Entire Agreement.** This Agreement, including Liability Waiver and Behavioral Guidelines, constitutes the entire agreement, both written and oral, between the parties or their respective representatives with respect to the subject matter hereof and is not intended to confer upon any other person any rights or remedies hereunder not expressly granted thereto.

This Agreement shall not be further amended or modified unless in writing duly signed by the parties hereto, and, as of the date of this Agreement, terminates and supersedes all prior or independent agreements and understandings between the Charter Operator and the Guest covering the same subject matter.

23. **Governing Law; Venue.** This Agreement shall be interpreted and governed by the laws of the United States of America and the State of California, notwithstanding that State's choice of law provisions. Each Party agrees that the courts of the State of California and of the United States sitting in the State of California shall have jurisdiction over the Parties with regard to any disputes arising under this Agreement.

24. **Arbitration of Disputes.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Los Angeles County, California, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding

the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this Section, without breach of this arbitration provision.

**25. Counterparts; Facsimile; Effectiveness.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

**26. Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above and verify that they have read the Agreement, understand its contents, and have full authority to bind and hereby do bind their respective parties.

**CHARTER OPERATOR: GUEST:**

Beach Barcycle and Side Project Events, LLC. You must be eighteen (18) years of age to sign and enter into this agreement. Guest agrees that if under the age of twenty-one (21), no alcohol will be consumed during the charter period.

By: \_\_\_\_\_ Sign: \_\_\_\_\_

Print: \_\_\_\_\_